

REMARKS

On December 11, 2003, Examiner issued an Office Action requiring restriction and/or election, determining Claims 1-56 are drawn to a method of wagering, classified in class 463, subclass 42, and Claims 57-71 are drawn to a self-dispenser, classified in class 221. Claims 57 - 71 are the subject of this divisional application 10/777,588.

On July 22, 2004, Examiner sent Applicant a second Office Action rejecting claims 57 – 63 and 65 - 71 as being anticipated by U.S. Patent no. 5,770,533 issued to Franchi (hereinafter “Franchi”), and rejecting claim 62 as being obvious over Franchi in view of U.S. patent 6,354,941 to Miller (hereinafter “Miller”).

Applicant has carefully reviewed and considered the Office Action mailed on July 26, 2004. In addition, Applicant has reviewed additional art made of record by the Examiner in Applicant's related application, namely U.S. Patent 5,096,195 to Gimmon and U.S. Patent 5,507,489 to Reibel. Based upon this review, Applicant has proposed several amendments to the Specification and Claims.

Specifically, claim 63 is amended to clarify that the “gaming device” referred to is the “portable” device described throughout the disclosure. This amendment is made purely for clarity and not for reasons of patentability.

In addition, we have clarified the preferred embodiment includes two bi-directional communication channels, at least one of which is secure. The first bidirectional channel is always secure and is used to communicate between the central computer and the portable gaming device while the portable gaming device is housed in the dispenser. Over this two-way channel, the computer enables operation of the portable gaming device when it is removed from the dispenser. Such enabling data may include bingo cards (as claimed in dependent claim 61) one or more encryption keys as claimed in dependent claim 62, etc. The second communication channel, which may or may not be secure, comprises a two-way wireless (e.g. radio) link between the portable player unit and the central computer using transceivers. This two-way channel is used to play the games themselves.

No new matter has been added. This bidirectional nature of the two communication channels was disclosed in the original disclosure at Fig. 1 (ref. no. 31), Fig. 2 (ref. nos. 24 and 115), Fig. 3 (ref. no. 31), and Fig. 18 (ref. no. 136). The term “two-way” is used in

paragraphs [0056], [0057] and [0061]. The term "transceiver" is used in paragraphs [0010], [0041], [0042], [0043], [0054], [0056] and [0062]. By its nature, a "transceiver" is bidirectional. Additionally, at paragraph [0045] the use of two-way communication between the UDK's computer and MPUs housed in the UDK via a LAN is disclosed:

"In particular, PC 21 periodically sends a test data block to each occupied cell 17 via respective communication connectors 23 and 7. In response to the received test block, MPU 1 residing in a particular cell 17 sends an acknowledgment containing its manufacturer's identification number 33 to PC 21 via embedded connector 7."

In view of the amendments presented, we believe the present application is patentably distinguishable from Franchi and Miller because neither Franchi nor Miller teach the use of two bi-directional communication channels, at least one of which is secure. These critical structures are now part of independent claim 1 which, we respectfully submit, makes it patentable over the references cited. Additionally, all dependent claims are therefore patentable as well.

Dependent claim 72 is added to more specifically claim that the first secure two-way communication channel can be an infrared link or a network (LAN) connector. The infrared link is fully disclosed in Fig. 18, and paragraph [0066]. The LAN connector is shown in Fig. 2 (ref. nos. 7) and Fig. 4 (ref. no. 23), and discussed fully at paragraphs [0043] and [0066]. Specifically, the disclosure states: "Although connectors 7 and 23 are described as the primary LAN 22 channel for downloading to MPU 1 by UDK 2, their communication function can also be carried out by infrared communication ports built into MPU 1 and UDK 2 as is illustrated in FIG. 18. As shown in FIGS. 18 (a) and 18 (b) respectively, MPU1 is equipped with infrared (IrDa) communications port 135, while LAN 22 is equipped with a matching IrDa port 137."

In addition, new independent claims 73 – 79 have been added. Claim 73 represents original claim 58 re-written in independent form, and made more specific by claiming that the latch is controlled by the computer. Respectfully, this claim is allowable over the cited art because the structure "a latch for securing said gaming device in said dispenser" is not fairly taught by any art of record, including Reibel and Gimmon cited by the Examiner in the above-referenced related application Serial No. 10/011,648.

Claim 74 is original claim 59 re-written in independent form, also made more specific by claiming that the latch is controlled by the computer. As neither "a latch for securing said gaming device in said dispenser" nor the release of such a latch as the result of the insertion of "monetary consideration" may be found in any art of record, including Reibel and Gimmon, respectfully, claim 74 is also allowable.

Claim 75 is original claim 65 re-written in independent form, claiming a bill validator added to the self-service dispenser of original claim 57, and made more specific by claiming that the monetary consideration is to enable operation of the device. It also clarifies that the gaming device is portable. The art of record, including Reibel and Gimmon, does not teach a bill validator incorporated into such a dispensing kiosk. Therefore, respectfully, claim 75 is patentable.

Similarly, claim 76 is original claim 68 re-written in independent form and adds a barcode reader to the self-service dispenser of claim 57. The art of record, including Reibel and Gimmon, does not teach a barcode reader as part of a self-service dispenser kiosk. Claim 76, therefore is patentable.

Claim 77 is added to reflect the teaching found in paragraph [0053] in which the dispensing device credits the player's account with "bonus points" upon the return of the portable gaming device as an incentive to return the portable gaming device. This claim is original dependent claim 57 rewritten in independent form with more specificity and closer to the teaching of paragraph 0053. This element is not taught in any of the art of record, including Reibel and Gimmon. Claim 77, respectfully, is therefore patentable.

Claim 78 adds to the self-service dispenser of original claim 57, refunding to the player the deposit fee of the player's account upon the return of the player's portable gaming device. The original claim 57 referred to the deposit fee as the "balance of said account" but to more closely track the words of the disclosure found in paragraph [0053], we have changed the term "balance of said account" to "deposit fee." This is a mechanism to encourage the return of the portable gaming units. This too is not fairly taught by any of the art of record, including Reibel and Gimmon.

Claim 79 is added to claim the self-service dispenser taught in paragraph [0010] which, includes a magnetic card reader. None of the art of record, including Reibel and

Gimmon, fairly teaches such a self-service dispenser including a magnetic card reader.

No new matter has been added. Favorable consideration of claims 57 – 79 is thought to be in order and is courteously solicited.

Reservation of Rights

Applicant does not admit that references cited under 35 U.S.C. §103 are prior art, and reserves the right to swear behind them at a later date. Arguments presented to distinguish such references should not be construed as admissions that the references are prior art.

Conclusion

Applicant respectfully submits that the claims as amended are now in condition for allowance and notification to that effect is earnestly requested.

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